

FS Agreement No. 13-MU-11030420-012  
The City Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF FLAGSTAFF, ARIZONA**  
**And The**  
**USDA, FOREST SERVICE**  
**COCONINO NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Flagstaff, Arizona, hereinafter referred to as "The City," and the USDA, Forest Service, Coconino National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The health of the National Forest System lands in northern Arizona affects municipal water supplies, public safety and economic vitality of the City of Flagstaff and surrounding communities. Forest and watershed restoration activities can help reduce the threat of crown fires, flood volumes, sedimentation impacts and risk of future wildfires. The 2010 Schultz Fire in this area illustrates the very real threat and impact of unhealthy forest lands within the urban interface and watershed.

Title: Restoring forest and watershed health to protect The City municipal water supplies, reduce storm water impacts and maintain economic vitality.

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish a joint program to proactively improve the health and resiliency of forest and watershed in two key areas - the Dry Lake Hills within the Rio de Flag Watershed and the Lake Mary Watershed, hereinafter referred to as Priority Watersheds, in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The U.S. Forest Service administers more than 1.8 million acres of National Forest System Lands in northern Arizona within the Coconino National Forest. Nearly 1 percent of these lands are within watersheds that contributes to public water supplies and impacts public safety and the economic vitality of the area. Management of the public lands for forest and watershed health is key to protecting the City from flooding and sedimentation, protecting public safety and providing high quality water for municipal uses. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest system) was to "secure favorable conditions of water flows."

The City of Flagstaff, Water Utility serves high-quality water and promotes its efficient use to thousands of City residents and businesses and millions of visitors each year. The City's Water Utility is funded by water rates, tap fees and grants.



To achieve mutual benefits in the Priority Watersheds, the parties agree to work together to:

- a. Design projects for future implementation and monitoring, such as forest thinning, debris disposal, prescribed fire, tree planting, riparian vegetation improvements, stream, spring and channel restoration, road decommissioning, road improvements, and other forest and watershed health treatments on National Forest System lands with the Priority Watersheds;
- b. Develop and update annually a 5-year Action Plan that specifies treatment zones and planned activities within each Priority Watershed, target accomplishments and funding commitments in accordance with the Provision V. E. below;
- c. Support the creation and continued refinement of assessments and treatment effects to determine which areas and treatments will have the greatest benefit for protecting the municipal water supplies and minimizing flood risk; and restoring forests.
- d. Coordinate with other parties to provide education, technical and financial incentives to facilitate forest and watershed treatments on non-federal lands within the Priority Watershed to complement the work conducted on National Forest System (NFS) lands;
- e. Engage other partners to leverage additional funding and support; and
- f. Develop a shared communications and media campaign to increase public awareness and understanding of:
  - The importance of forest health for municipal water supplies, flood control, and public safety; and
  - The environmental and economic benefits of a proactive approach to restoring forest and watershed health.

In consideration of the above premises, the parties agree as follows:

### **III. THE CITY SHALL:**

- A. Support projects in the Priority Watersheds, as applicable and if funding is available, through a separate Agreement. Any City funds will be directed to the mutually agreed-upon priorities as identified in the 5-year Action Plan.
- B. Participate in routine and regular planning and evaluation meetings with the U.S. Forest Service regarding implementation of this MOU and implementation of MOU #13-MU-11030408-016, which grants The City Cooperating Agency status for the environmental assessment and evaluation processes associated with project work within the Priority Watersheds.
- C. Participate in a joint formal review of the status, effectiveness and continued need for this MOU at the mid-point (5 year) of the 10 year term of the agreement.
- D. Participate in public outreach efforts or meetings with the U.S. Forest Service regarding this MOU or implementation of this MOU.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. Meet requirements to oversee and administer all work conducted on National Forest System land within the Coconino National Forest boundaries, including conducting planning and survey work needed to ensure all activities meet all applicable laws and regulations.
- B. Participate in routine and regular planning and evaluation meetings with The City regarding implementation of this MOU and implementation of MOU #13-MU-11030408-016, which grants The City Cooperating Agency status for the environmental assessment and evaluation processes associated with project work within the Priority Watersheds.
- C. Participate in a joint formal review of the status, effectiveness and continued need for this MOU at the mid-point (5 year) of the 10 year term of the agreement.
- D. Participate in public outreach efforts or meetings with The City regarding this MOU or implementation of this MOU.
- E. Identify project work approved under the Four Forest Restoration Initiative (4FRI) or other Forest Service initiatives that can be accelerated if City funds are available and could help achieve economies of scale.
- F. Identify forest and watershed improvement projects throughout the Priority Watersheds to complement City-funded treatments, as federal funding allows.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>City Program Manager Contact</b>	<b>City Administrative Contact</b>
Paul Summerfelt Wildland Fire Management Officer City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2509 FAX: 928.213.2599 Email: <a href="mailto:psummerfelt@flagstaffaz.gov">psummerfelt@flagstaffaz.gov</a>	Stacey Brechler-Knaggs Grants Manager City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2227 FAX: 928.779.7656 Email: <a href="mailto:sknaggs@flagstaffaz.gov">sknaggs@flagstaffaz.gov</a>



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Mike Elson District Ranger Coconino NF, Flagstaff Ranger District 5075 N Highway 89 Flagstaff, AZ 86004 Phone: 928.526.0866 FAX: 928.527.8288 Email: <a href="mailto:mtelson@fs.fed.us">mtelson@fs.fed.us</a>	Elizabeth Vensel Grants Management Specialist Coconino NF, Supervisor's Office 1824 S Thompson Street Flagstaff, AZ 86001-2693 Phone: 928.527.3561 FAX: 928.527.3620 Email: <a href="mailto:evensel@fs.fed.us">evensel@fs.fed.us</a>

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The City is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To The City Program Manager, at The City Program Manager's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of the City's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities, and does not by direct reference or implication convey The City's endorsement of the U.S. Forest Service's products or activities.
- E. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other



resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. USE OF THE CITY INSIGNIA In order for the U.S. Forest Service to use The City's insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from The City Program Manager. A written request must be submitted and approval granted in writing by The City Program Manager prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official



Government business or when performing any work for or on behalf of the Government.

- K. PUBLIC NOTICES. It is the U.S. Forest Service's and City's policy to inform the public as fully as possible of its programs and activities. The U.S. Forest Service and The City are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"U.S. Forest Service, Department of Agriculture, Coconino National Forest and the City of Flagstaff are working together to improve the health of the watersheds....."

The City and the U.S. Forest Service may call on or coordinate with each other's Public Affairs/Information Office regarding public notices. The City and the U.S. Forest Service are requested to provide copies of notices or announcements to the other's Program Manager and their respective Public Affairs/Information Office as far in advance of release as possible.

- L. U.S. FOREST SERVICE AND THE CITY ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The U.S. Forest Service and The City shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***





- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 10 years from the date of last signature, at which time the Parties will assess the need to extend this agreement through a properly executed modification and justification, or it will expire.
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

GERALD W. NABOURS, Mayor  
City of Flagstaff, Arizona

1/22/13

Date

Attest:

Elizabeth A. Burke, City Clerk

1.22.13  
Date

Approved as to form:

  
Rosemary H. Rosales, City Attorney


1/18/13  
Date




  
M. EARL STEWART, Forest Supervisor  
U.S. Forest Service, Coconino National Forest

  
Date

The authority and format of this agreement have been reviewed and approved for signature.

  
Elizabeth A. Vensel  
U.S. Forest Service, Grants Management Specialist

  
Date

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.